

General Terms and Conditions

For the Use of the Trackateam Online Sports Management Software

Version: 1.2.3 · 2026

These General Terms and Conditions (hereinafter: the “GTC”) contain the terms of the subscription agreement concluded between the Subscriber and the Service Provider for the use of the “Trackateam” online sports management software. These GTC form part of every subscription

agreement; by placing a subscription order, the Subscriber declares that it has read the provisions of these GTC, accepts their contents, and acknowledges them as binding upon itself.

1. Interpretative Provisions

- 1 **Data Subject:** the natural person whose data is processed by the User in the Software;
- 2 **Subscriber:** a legal person, or other organisation without legal personality, acting within the scope of its profession, self-employed occupation or business activity, which uses the Service in return for a fee, as well as those natural persons who are in an employment relationship or other legal relationship for the performance of work with the Subscriber and who lawfully access the Service under the subscription agreement;
- 3 **Subscription Agreement:** the agreement concluded by the Subscriber for the use of the Software, comprised jointly of the order form and these GTC;
- 4 **Subscription Period:** the period of the Subscription Agreement for which the fee has been received in the Service Provider's bank account;
- 5 **User:** a legal person, or other organisation without legal personality, acting within the scope of its profession, self-employed occupation or business activity, which uses the Service free of charge, as well as those natural persons who are in an employment relationship or other legal relationship for the performance of work with the User and who lawfully access the Service on the basis of registration;
- 6 **Service Provider:** Webstar Csoport Kft. (registered seat: 7625 Pécs, Majorossy u. 36., Hungary; company registration number: 02-09-072399; tax number: 14273027-2-02; represented by: Attila Bertók, managing director);
- 7 **Software:** the "Trackateam" online sports management software operated by the Service Provider;
- 8 **Trackateam Account:** the system of the Service Provider that manages the data and access rights of Users/Subscribers;
- 9 **Website:** www.trackateam.hu

2. Subject of the Subscription Agreement

- 1 The subject of the Subscription Agreement is the right to use the Software, which the Service Provider grants to the Subscriber under the terms set out in the Subscription Agreement (in terms of quantity, manner and duration). While using the Software, the Subscriber is entitled to process the data of Data Subjects in accordance with the options provided by the Software.
- 2 The Service may only be used by legal persons or other organisations without legal personality. Natural persons may not use the Service.

- 3 The Service Provider provides the use of the Software via availability over the internet. The conditions required for using the Software (computer equipment, internet connection, etc.) must be provided by the Subscriber.
- 4 These GTC also apply to any User that uses the Service described in point 1 free of charge. The scope of the services available free of charge is determined by the Service Provider on the Website or in these GTC.
- 5 The Service Provider makes the Software available to the Subscriber every calendar day between 00:00 and 24:00, with the Service Provider undertaking an annual availability rate of 96%.
- 6 The Service Provider reserves the right to temporarily suspend the use of the Software for the purposes of maintenance, or the development or modification of the Software.

3. Effect of the Subscription Agreement

- 1 Use of the Software requires registration on the Website.
- 2 Registration is only possible in the name of an existing organisation. If the User/Subscriber breaches the provisions of this point, the Service Provider is entitled to terminate the use/Subscription Agreement with immediate effect.
- 3 The person carrying out the registration declares that they are entitled to represent the registered organisation and provides their own personal data as the contact person.
- 4 The registered User/Subscriber acknowledges the provisions of these GTC as binding upon itself.
- 5 The registered User is entitled to use the Software free of charge for 14 days following registration. During the free period, and following its expiry, the Service Provider may restrict or suspend the use of the Software, and, if the User does not conclude a Subscription Agreement within 30 days, the Service Provider may delete the User's Trackateam Account and any data uploaded to the Software by the User. If the User notifies the Service Provider of a request to this effect within 30 days following the expiry of the free period, the Service Provider will save the data uploaded to the Software and hand it over to the User in electronic form. If the User fails to notify the Service Provider of such a request within the deadline, the Service Provider will irretrievably delete the Trackateam Account and the data uploaded to the Software.
- 6 An order for the use of the Software may be submitted to the Service Provider following registration.
- 7 The Subscription Agreement is concluded upon the Service Provider's acceptance of the order submitted to it through the Website. The Service Provider reserves the right to reject any order aimed at concluding a Subscription Agreement. If the Service Provider accepts the order, it will notify the Subscriber separately by email.

- 8 The Subscription Agreement is concluded for an indefinite period. The Service Provider provides the use of the Software until the expiry of the period specified in the Subscription Agreement, and thereafter for the period set out in these GTC.
- 9 The Subscriber may terminate this agreement, without giving reasons, at any time with effect from the end of the Subscription Period. The User may terminate this agreement without giving reasons at any time.
- 10 The Service Provider will notify the Subscriber of the expiry of the Subscription Period by email or through the Software no later than 14 days before such expiry. If the Subscriber also settles the fee for the next Subscription Period, the Service Provider will provide the use of the Software for the following Subscription Period as well.
- 11 Following the expiry of the Subscription Period, if the Subscriber does not settle the fee for a further Subscription Period, the Service Provider may restrict or suspend the use of the Software, or terminate the Subscription Agreement with immediate effect. In the event of termination of the Subscription Agreement, the Service Provider may delete the Subscriber's Trackateam Account and any data processed therein. If the Subscriber notifies the Service Provider of a request to this effect within 30 days following the termination, the Service Provider will save the data uploaded to the Software and hand it over to the User in electronic form.

4. Fee and Payment of the Fee

- 1 The fee for the use of the Software is set out in the price quotation published by the Service Provider on the Website.
- 2 The fee payable for the use of the Service must be paid by bank transfer to the Service Provider's bank account.
- 3 Following the receipt of the fee in the Service Provider's bank account, the Service Provider will issue an invoice, which it will send to the Subscriber.
- 4 The fee for the entire Subscription Period is payable in advance, in a single amount.

5. Reservation of Rights

- 1 During the term of the indefinite-term Subscription Agreement, the Service Provider reserves the right to modify the fee. A modification of the fee does not affect a Subscription Period already settled by payment of the fee and may only apply to a new Subscription Period. If the Subscriber does not accept the modified fee, it is entitled to terminate the Subscription Agreement with effect from the end of the Subscription Period already settled by the fee.

- 2 The Service Provider reserves the right to modify the Software in any manner whatsoever. The Service Provider will notify the Subscriber of any modification of the Software by email.
- 3 If the modification changes the quality or quantity of the Service to the Subscriber's disadvantage compared to its original purpose, the Subscriber is entitled to terminate the Subscription Agreement with effect from the date the modification takes effect. A modification of the Software that does not affect its functionality or intended use, or that results in a change to the visual appearance, graphic elements or colour scheme of the Software or its user interface, does not give grounds for termination by the Subscriber.
- 4 The Service Provider reserves the right to amend the provisions of these GTC.
- 5 The provisions of the amended GTC must also be applied to ongoing Subscription Agreements.
- 6 The Service Provider will notify the Subscribers of ongoing Subscription Agreements in writing of any amendment to the GTC. The provisions of the amended GTC become part of ongoing Subscription Agreements only on the first day of the second month following the written communication of the amendment. If the Subscriber does not accept the amendment to the GTC, it is entitled to terminate the Subscription Agreement with effect from the date on which the amendment to the GTC enters into force. If the Subscriber does not terminate the Subscription Agreement and continues to use the Service, it will be deemed to have accepted the amendment to the GTC as binding upon itself.
- 7 The Service Provider reserves the right to delete the User's Trackateam Account without giving reasons during the free period following registration.

6. Limitation of Liability

- 1 The Service Provider excludes its liability for any damage arising from unlawful, contract-breaching, unprofessional or improper use of the Software.
- 2 The Service Provider excludes its liability for any damage arising from the improper functioning of the internet (outages, reduced data transmission speed), the possible unavailability of the Website, the destruction of data stored in the Software, unlawful or unauthorised intrusion into the Software, or damage caused by any computer malware (e.g. viruses).
- 3 The Service Provider excludes its liability for the occurrence of any consequential damage.
- 4 In cases where the Service Provider cannot exclude its liability for any reason, it limits the upper limit of its liability to the amount of the fee paid by the Subscriber for the current Subscription Period.

7. Licence to Use

- 1 The Service Provider grants the Subscriber/User a non-exclusive right to use the Software, for the term of this agreement, in every manner made possible by the Software. The Subscriber/User is not entitled to use the Software in any other manner.
- 2 The Subscriber/User may use the Software for the performance of its own tasks, within its own organisational framework; it may not permit its use by, or transfer the right of use to, any third party.
- 3 The licence to use does not extend to communicating the Software to the public, exhibiting, copying, distributing, reproducing, adapting, processing or translating it, or making any other modification to the Software – including error correction – nor to the reproduction of the results thereof.
- 4 The Subscriber/User is not entitled to carry out any examination revealing the internal structure of the Software beyond its intended use, to reverse-engineer or decompile it, to extract source code from it, or to use it in a way that infringes the rights of others.
- 5 The Software is protected under Hungarian intellectual property laws and international treaties, and any breach by the Subscriber of the provisions contained therein constitutes such a serious breach of contract as entitles the Service Provider to terminate the Subscription Agreement with immediate effect.
- 6 In the event of a breach of the above provisions, the Service Provider may delete the User's Trackateam Account with immediate effect and is entitled to terminate the Subscription Agreement with immediate effect. If the Service Provider terminates the Subscription Agreement with immediate effect as regulated in this point, the Subscriber is obliged to pay a penalty to the Service Provider, the amount of which is equal to the fee corresponding to the remaining part of the Subscription Period calculated from the date of the termination with immediate effect.

8. Processing of Personal Data

- 1 The rules relating to the processing of personal data by the Service Provider are set out in the "Privacy Notice" published on the Website.
- 2 The User/Subscriber declares that the registration on the Website was carried out by the natural person designated as the contact person.
- 3 The contact person carrying out the registration declares that, prior to registration, they read the Service Provider's Privacy Notice, and consents to the processing of the personal data provided during registration for the purpose of maintaining contact.

9. Data Processing Agreement

- 1 With respect to the personal data uploaded to the Software by the User/Subscriber, the User/Subscriber qualifies as the Data Controller, and the Service Provider carries out data processing activities on behalf of the User/Subscriber.
- 2 The legal relationship between the User/Subscriber, as Data Controller, and the Service Provider, as Data Processor, is set out in the “Data Processing Agreement” forming an annex to these GTC.
- 3 The User/Subscriber acknowledges that, by accepting these GTC, it also accepts and recognises as binding upon itself the provisions of the data processing agreement forming an annex to these GTC in relation to the service described in these GTC.
- 4 Responsibility for the lawfulness of the processing of personal data uploaded to the Software by the Subscriber rests with the Subscriber.
- 5 The Subscriber declares that it has obtained the consent of the natural person concerned for the processing of the personal data uploaded to the Software during its use of the Service.

10. Confidentiality

- 1 Neither during the term of this contractual relationship, nor after its termination, may the parties disclose, or directly or indirectly bring to the knowledge of any third party, any trade secret, know-how, or any information relating to the other party, its affairs or its activities, which they have obtained during, or in connection with, the performance of this agreement.
- 2 The parties are obliged to treat this agreement, its content, and the information specified above as confidential, and to act to the best of their ability to protect such information.
- 3 The Service Provider is subject to a strict duty of confidentiality with respect to any activity it carries out for the benefit of the User/Subscriber, and is subject to the same obligation with respect to any documents or other records that come into its possession, regardless of whether they exist solely in electronic form.

11. Miscellaneous Provisions

- 1 Unless these GTC provide otherwise, statements relating to the Subscription Agreement may only be validly made in writing. An email is also deemed to constitute a written statement.
- 2 Statements become effective upon receipt by the other party. If the addressee of a statement refuses to accept it, or if delivery fails for any reason within the addressee’s sphere of interest, the statement shall be deemed to have been received by the addressee on the 10th business day following the day of dispatch.

GENERAL TERMS AND CONDITIONS

- 3 For any dispute that may arise from the Subscription Agreement or from these GTC, the parties stipulate, depending on jurisdiction, the competence of the Pécs District Court and the Pécs Regional Court.
- 4 The laws of Hungary shall govern the legal relationship between the parties arising from the Subscription Agreement and from these GTC.

Effective from: 1 June 2026

Data Processing Agreement

Inseparable Annex to the General Terms and Conditions

Client: The User/Subscriber as defined in the General Terms and Conditions applicable to the Trackateam software.

Contractor: The Service Provider as defined in the General Terms and Conditions applicable to the Trackateam software.

1. Purpose and Scope of the Agreement

- 1 The purpose of this Data Processing Agreement is to regulate the processing of personal data necessary for the performance of the Subscription Agreement concluded between the Client and the Contractor for the use of the Trackateam software, or, in the case of free use of the Software without a Subscription Agreement, the agreement for the use of the Software, as well as to regulate the legal relationship, and the rights and obligations, between the Client, as Data Controller (hereinafter: the “Data Controller”), and the Contractor, as Data Processor (hereinafter: the “Data Processor”).
- 2 This Agreement forms an inseparable part of the agreement referred to in point 1.1. For matters not regulated by this Agreement, the provisions of the agreement referred to in point 1.1 shall apply.
- 3 The data processing lasts until the performance or termination of the agreement specified in point 1.1.
- 4 Unless otherwise provided by law, following the completion of the data processing, the Data Processor shall, in accordance with the Data Controller’s decision, delete all personal data – including any existing copies – or return it to the Data Controller within 30 days of the termination of the agreement referred to in point 1.1.
- 5 With respect to the terms used in this agreement, and to matters not regulated, or not regulated in sufficient detail, the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (the “Privacy Act”), and Act V of 2013 on the Civil Code (the “Civil Code”) shall apply.

2. Subject of the Agreement, Type of Personal Data Processed, Categories of Data Subjects

- 1 In accordance with Article 28 of the General Data Protection Regulation, by concluding this Agreement, the Data Controller instructs the Data Processor to carry out the data processing activities specified in Annex I.
- 2 The Data Processor accepts the instruction.
- 3 The parties agree that the categories of data subjects affected by the processing, and the scope of personal data involved in the processing, are set out in Annex II to this Agreement.

3. Instructions

- 1 The Data Controller represents and warrants that it qualifies as the controller of the personal data transferred or made accessible under this Agreement, and that it processes such data lawfully and in accordance with the applicable data protection rules.
- 2 Unless otherwise provided by law, the Data Processor shall process personal data solely on the instructions of the Data Controller – including with regard to the transfer of personal data to a third country or an international organisation.
- 3 Any operation performed by the Data Controller in the Trackateam software shall also be deemed to constitute an instruction of the Data Controller.
- 4 The Data Controller is responsible for the lawfulness of the instruction; however, the Data Processor is obliged to draw the Data Controller's attention if an instruction is unlawful, inexpedient or unprofessional.

4. Engagement of a Further Data Processor

- 1 The Data Controller authorises the Data Processor to engage further data processors for the purpose of performing the agreement referred to in point 1.1 and this Agreement.
- 2 Where the Data Processor engages further data processors, it shall conclude a written contract with them under which such further data processors are subject to at least the same obligations, and are entitled to no more rights, than those imposed on, or granted to, the Data Processor under this Agreement.

5. Confidentiality Obligation

- 1 The Data Processor is not entitled to disclose to a third party, transfer or make public any personal data processed under this Agreement, unless instructed to do so by the Data Controller or expressly required to do so by law.
- 2 The Data Processor ensures that the personal data processed under this Agreement may only be accessed by persons for whom such access is strictly necessary for the performance of their duties, and who have made a confidentiality undertaking or are otherwise bound by a duty of confidentiality under law.
- 3 The confidentiality obligation applies to the Data Processor and to every contributor it engages, both during the term of the agreement and, without any final time limit, after its termination.

6. Data Security

- 1 In connection with the data processing carried out under this Agreement, the Data Processor is obliged to ensure the security of the data, and is further obliged to implement the technical and organisational measures, and to establish the procedural rules, necessary for giving effect to the data protection rules; in this context, it undertakes to implement the measures required under Article 32 of the General Data Protection Regulation in order to guarantee a level of data security appropriate to the degree of risk.
- 2 The Data Processor warrants that, prior to the commencement of the processing, it expressly took into account the risks arising from the processing, in particular those resulting from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access to, personal data transmitted, stored or otherwise processed, and that it took measures to avoid such risks, as well as measures to ensure that natural persons acting under its authority (including any further data processors engaged by the Data Processor) who have access to the personal data may only process such data in accordance with the instructions of the Data Controller, unless required to deviate therefrom by law.

7. Cooperation in Managing Personal Data Breaches

- 1 In the event of a personal data breach that comes to its attention, the Data Processor is obliged to take immediate action to remedy the breach and prevent damage, or, if the damage cannot be prevented, to remedy it, or, if the damage cannot be remedied, to mitigate it; in this context, it is also entitled to suspend the provision of the Service.

- 2 The Data Processor undertakes to report personal data breaches to the Data Controller without undue delay after becoming aware of them, and such report must contain at least the information required under Article 33(3) of the General Data Protection Regulation.
- 3 In remedying a breach that comes to its attention, the Data Processor is obliged to act in accordance with the instructions of the Data Controller, unless remedying or terminating the personal data breach requires immediate intervention, or such intervention is necessary to prevent further personal data breaches and there is no longer any possibility of notifying the Data Controller and awaiting its instructions.

8. Cooperation in Ensuring the Exercise of Data Subjects' Rights

- 1 Taking into account the nature of the processing carried out under this Agreement, the Data Processor undertakes to assist the Data Controller, to the extent possible, by appropriate technical and organisational measures, in fulfilling the Data Controller's obligation to respond to requests for exercising the data subject's rights set out in Chapter III of the General Data Protection Regulation, and, taking into account the nature of the processing and the information available to the Data Processor, to assist the Data Controller in complying with its obligations under Articles 32 to 36 of the General Data Protection Regulation.
- 2 The parties shall notify each other of a data subject's request without delay, but no later than within 5 business days of the request, if either party is unable, on its own, to ensure the exercise of the data subject's rights.
- 3 The parties shall mutually inform each other of any further facts or information necessary for the exercise of data subjects' rights.

9. Cooperation in Ensuring Legal Compliance

- 1 The Data Processor undertakes to make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down by law, and to enable and facilitate audits, including on-site inspections, carried out by the Data Controller or by another auditor engaged by it.
- 2 The Data Processor undertakes to cooperate with the Data Controller during any regulatory inspections and in demonstrating legal compliance.
- 3 The Data Processor undertakes to cooperate in any audit of the Data Controller's activities carried out by a third party.

10. Liability

- 1 The Data Processor is liable for damage caused by the data processing to the Data Controller or to third parties if it breaches the provisions of this agreement, or the rules specifically applicable to data processors set out in the General Data Protection Regulation, the Privacy Act, or other data protection legislation, or if it disregards, or acts contrary to, the lawful instructions of the Data Controller.
- 2 Other than as set out above, the Data Controller is liable towards third parties for any breach of data protection rules.
- 3 The Data Processor is not liable for damage arising from unavoidable circumstances beyond its control (force majeure) – such as, in particular, natural disasters, war, revolution, insurrection, sabotage or boycott – if caused by a circumstance that was unforeseeable at the time of concluding the agreement, and it could not reasonably have been expected that the Data Processor avoid the circumstance or remedy the damage.

11. Other Provisions

- 1 The parties agree that all statements and notifications required under this Agreement must be made in writing (communicated by post or electronic means). Written statements relating to the Agreement shall also be deemed to have been duly communicated if the addressee refused to accept them or did not collect the item. In such a case, the date of delivery shall be the date on which acceptance was refused. A statement made by electronic means becomes effective when it becomes accessible to the other party.
- 2 The parties record that they shall notify each other without delay of any change in the person(s) designated as contact person(s) or in their data, and the party in default shall be liable for any damage arising from a failure to do so.
- 3 The parties agree that they shall primarily settle any disputes relating to this Agreement through negotiation, and, should negotiations prove unsuccessful, they stipulate the exclusive competence of the ordinary court having jurisdiction and seated in Pécs.

Annexes

Annex I: Data Processing Activities

Annex II: Categories of Data Subjects Affected by the Processing, and the Scope of Personal Data Involved

Annex I

The Contractor performs the following data processing activity for the Client:

Processing of the personal data uploaded to the Trackateam software, in the manner enabled by the Software (e.g. storage, modification, deletion, etc.).

Annex II

Categories of Data Subjects Affected by the Processing, and the Scope of Personal Data Involved

The data subjects affected by the processing are those natural persons – typically, but not exclusively, the registered members of the Client – whose personal data the Client processes in the Trackateam software in the manner enabled by the Software.

The scope of personal data involved in the processing includes the data subjects' personal data relating to their sporting activity, personal data facilitating contact between the Client and the data subject, and personal data contained in documents uploaded to the Trackateam software by the Client.

The scope of personal data involved in the processing may continuously change, expand or narrow depending on changes to the functions of the Trackateam software and on the manner in which the Software is used.